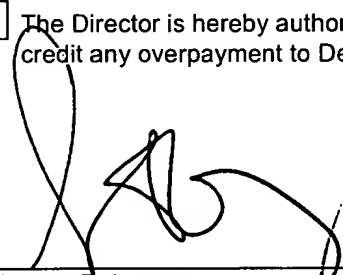




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Express Mail No. EV670647994US

TRANSMITTAL OF APPEAL BRIEF			Docket No. 345188001US1	
In re Application of: Banka et al.				
Application No. 09/870,959-Conf. #9127		Filing Date May 30, 2001		Examiner M. D. Z. W. Cheung
				Group Art Unit 3621
Invention: METHOD AND APPARATUS FOR PROVIDING NETWORK DEPENDENT APPLICATION SERVICES				
<p style="text-align: center;"><u>TO THE COMMISSIONER OF PATENTS:</u></p> <p>Transmitted herewith is the Appeal Brief in this application, with respect to the Notice of Appeal filed: <u>April 11, 2005</u> .</p> <p>The fee for filing this Appeal Brief is <u>\$ 250.00</u> .</p> <p><input type="checkbox"/> Large Entity <input checked="" type="checkbox"/> Small Entity</p> <p><input type="checkbox"/> A petition for extension of time is also enclosed.</p> <p>The fee for the extension of time is _____ .</p> <p><input checked="" type="checkbox"/> A check in the amount of <u>\$ 250.00</u> is enclosed.</p> <p><input type="checkbox"/> Charge the amount of the fee to Deposit Account No. _____ . This sheet is submitted in duplicate.</p> <p><input type="checkbox"/> Payment by credit card. Form PTO-2038 is attached.</p> <p><input checked="" type="checkbox"/> The Director is hereby authorized to charge any additional fees that may be required or credit any overpayment to Deposit Account No. <u>50-0665</u> .</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="width: 60%;"> _____ Steven D. Lawrenz Attorney Reg. No. : 37;376 PERKINS COIE LLP P.O. Box 1247 Seattle, Washington 98111-1247 (206) 359-8000</div><div style="width: 35%; text-align: right;"><p>Dated: <u>8/16/05</u></p></div></div>				



Express Mail No. EV670647994US

Docket No.: 345188001US1
(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Banka et al.

Application No.: 09/870,959

Confirmation No.: 9127

Filed: May 30, 2001

Art Unit: 3621

For: METHOD AND APPARATUS FOR
PROVIDING NETWORK DEPENDENT
APPLICATION SERVICES

Examiner: M. D. Z. W. Cheung

APPEAL BRIEF

MS Appeal Brief - Patents
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

This brief is in furtherance of the Notice of Appeal filed in this case on April 11, 2005. The fees required under § 41.20(b)(2) are dealt with in the accompanying TRANSMITTAL OF APPEAL BRIEF.

I. REAL PARTY IN INTEREST

The rights of the inventors in this application were originally assigned to Flatrock, Inc., of Portland, Oregon, as recorded at reel 011863, frame 0448. Flatrock, Inc. subsequently assigned its rights in this application to Cascadia Pacific II, LLC, of Beaverton, Oregon, which copy of assignment is included in Appendix A. Cascadia Pacific II, LLC, subsequently assigned its rights in this application to Flatrock II, Inc., of Portland, Oregon, as recorded at reel 014841, frame 0870.

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II. RELATED APPEALS AND INTERFERENCES

Neither Appellants, Appellants' legal representative, nor the above-identified Assignee are aware of other appeals or interferences which will directly affect or be directly affected by or have a bearing on the Board's decision in the present appeal.

III. STATUS OF CLAIMS

Claims 1-34 have been presented, are presently pending, and stand finally rejected.¹

The Examiner rejected claims 1, 2, 6-9, 11-14, 16, 23-25, 27-30 and 32-34 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,141,339 to Kaplan et al. ("Kaplan").

The Examiner rejected claim 3 under 35 U.S.C. § 103(a) as being unpatentable over Kaplan in view of U.S. Patent No. 6,480,506 to Gubbi ("Gubbi") and U.S. Patent No. 6,584,567 to Bellwood et al. ("Bellwood").

The Examiner rejected claims 4, 10 and 15 under 35 U.S.C. § 103(a) as being unpatentable over Kaplan in view of Gubbi.

The Examiner rejected claim 5 under 35 U.S.C. § 103(a) as being unpatentable over Kaplan in view of Gubbi and U.S. Patent No. 5,903,882 to Asay et al. ("Asay").

The Examiner rejected claims 17-22, 26 and 31 under 35 U.S.C. § 103(a) as being unpatentable over Kaplan in view of U.S. Patent No. 6,707,796 to Li ("Li").

Appellants hereby appeal the rejection of claims 1-34.

¹ The claims are shown in Appendix B.

IV. STATUS OF AMENDMENTS

No amendments have been filed subsequent to the final Office Action dated January 11, 2005.

V. SUMMARY OF CLAIMED SUBJECT MATTER

The rejected claims are directed to techniques for subscribing, authenticating and provisioning network-based applications and services. Some of the techniques are directed to the creation of application service contracts, which are electronic service contracts or agreements between a subscriber and a provider, for subscriptions to application services provided by the provider. The application service contracts are then used to automatically provision delivery transports to facilitate the delivery of the application services provided by the provider to the subscribers in accordance with the terms of the application service contracts. The application services provided by the providers are then delivered to the subscribers through the provisioned delivery transports.

In at least one embodiment, a first application service provider (Provider) provides first application service contracts that specify subscriptions to first application services provided by first servers of the first Provider to a community of subscriber application routers (SARs). (See specification, page 10, line 18-page 12, line 7.) To deliver the first application services from the first servers of the first Provider to clients in the community of SARs in accordance with the first application service contracts, first application delivery transports are automatically provisioned and utilized to deliver selected ones of the first application services through selected ones of the first application delivery transports. (See specification, page 17, line 5-page 21, line 2.) Additionally, a second Provider provides second application service contracts that specify subscriptions to second application services provided by second servers of the second Provider to the community of one or more SARs. (See specification, page 10, line 18-page 12, line 7.) To deliver the second application services from the second servers of the second Provider to clients in the community of SARs in accordance with the second application service contracts, second

application delivery transports are automatically provisioned and utilized to deliver selected ones of the second application services through selected ones of the second application delivery transports. (See specification, page 10, line 18-page 12, line 7.)

In at least one embodiment, a SAR receives from a first Provider a first application service contract specifying a subscription to a first application service provided by a first server of the first Provider. In response, the SAR automatically provisions a first application delivery transport to facilitate delivery of the first application service to subscriber clients in accordance with the first application service contract. The SAR also receives from a second Provider a second application service contract specifying a subscription to a second application service provided by a second server of the second Provider, and in response, the SAR automatically provisions a second application delivery transport to facilitate delivery of the second application service to subscriber clients in accordance with the second application service contract. (See specification, page 10, line 18-page 12, line 7; page 16, line 1-page 21, line 2.)

In at least one embodiment, a SAR receives from a Provider application service contracts specifying subscriptions to application services provided by servers of the Provider. In response, the SAR requests from the Provider a list of provider application routers (PARs) that are able to support a given application service contract. The SAR automatically provisions an application delivery transport between the SAR and a selected one of the listed PARs to facilitate delivery of the application services to subscriber clients in accordance with the given application service contract, and receives the selected application services through the application delivery transport. (See specification, page 10, line 18-page 12, line 7; page 16, line 1-page 21, line 2.)

In at least one embodiment, a PAR provides first application service contracts specifying subscriptions to first application services provided by first servers of the Provider to a first community of SARs, and delivers selected first application services through selected ones of a first application delivery transports provisioned between the first

community of SARs and the PAR. The PAR also provides second application service contracts specifying subscriptions to second application services provided by second servers of the Provider to a second community of SARs, and delivers selected second application services through selected ones of a second application delivery transports provisioned between the second community of SARs and the PAR. (See specification, page 10, line 18-page 12, line 7; page 16, line 1-page 21, line 2.)

In at least one embodiment, a PAR provides application service contracts specifying subscriptions to application services provided by the Provider to a community of SARs, and delivers selected application services through selected application delivery transports provisioned by the community of SARs. (See specification, page 10, line 18-page 12, line 7; page 16, line 1-page 21, line 2.)

In this manner, the embodiments of Appellants' techniques provide contract creation, authenticating and authorization, and contract acceptance and connectivity establishment services for provisioning network-based applications and services.

VI. GROUND OF REJECTION TO BE REVIEWED ON APPEAL

- A. Is the rejection of claims 1, 2, 6-9, 11-14, 16, 23-25, 27-30 and 32-34 under 35 U.S.C. § 102(e) over Kaplan proper?
- B. Is the rejection of claim 3 under 35 U.S.C. § 103(a) over Kaplan in view of Gubbi and Bellwood proper?
- C. Is the rejection of claims 4, 10 and 15 under U.S.C. § 103(a) over Kaplan in view of Gubbi proper?
- D. Is the rejection of claim 5 under 35 U.S.C. § 103(a) over Kaplan in view of Gubbi and Asay proper?

- E. Is the rejection of claims 17-22, 26 and 31 under 35 U.S.C. § 103(a) over Kaplan in view of Li proper?

VII. ARGUMENT

- A. The Rejection of Claims 1, 2, 6-9, 11-14, 16, 23-25, 27-30 and 32-34 Under 35 U.S.C. § 102(e) Over Kaplan Is Improper

1. Legal Requirements for Anticipation

35 U.S.C. § 102(e) provides:

A person shall be entitled to a patent unless—

(e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraphs (1), (2), and (4) of section 371(c) of this title before the invention thereof by the applicant for patent.

To establish a *prima facie* case of anticipation, the Examiner must identify where "each and every facet of the claimed invention is disclosed in the applied reference." *Ex parte Levy*, 17 U.S.P.Q.2d 1461, 1462 (Bd. Pat. App. & Interf. 1990).

Moreover, anticipation requires that each claim element must be identical to a corresponding element in the applied reference. *Glaverbel Société Anonyme v. Northlake Mktg. & Supply, Inc.*, 45 F.3d 1550, 1554 (Fed. Cir. 1995). Indeed, the failure to mention "a claimed element (in) a prior art reference is enough to negate anticipation by that reference." *Atlas Powder Co. v. E.I. duPont De Nemours*, 750 F.2d 1569, 1574 (1984).

2. Kaplan

Kaplan is directed to a telecommunications system that combines ATM technology with class 5 switch simulation to provide enhanced bandwidth, class 5 features, and other

features over the local loop – i.e., conventional telephone wires – to users. In particular, Asymmetrical Digital Subscriber Line (ADSL) technology, which supports the coexistence of conventional voice traffic (POTS) and high bandwidth data traffic on the local loop, is used to transport ATM over the local loop (col. 2, line 65-col. 3, line 4.) In operation, residences have end users who typically operate telephones, computers, fax machines, televisions, and other communications devices, and who desire communication services. (col. 3, lines 26-32.) The residences exchange ATM communications with connected muxes over the local loop (col. 3, lines 32-34), and the muxes interwork between ADSL connections from the residences and SONET connections to service nodes. (col. 3, lines 51-53.) The service nodes provide an interface between the end users and many communication services and features, and the end users communicate with the service nodes to specify end-user communication service requirements. (col. 4, lines 22-25.)

3. The Examiner Failed to Identify Elements of Kaplan that are Identical to the Elements Recited by Claims 1, 2, 6-9, 11-14, 16, 23-25, 27-30 and 32-34, and Thereby Failed to Establish a *Prima Facie* Case of Anticipation With Respect to Kaplan

In the first Office Action dated July 28, 2004, the Examiner rejected claims 1, 2, 6-9, 11-14, 16, 23-25, 27-30 and 32-34 under 35 U.S.C. § 102(e) as being anticipated by Kaplan. In this Office Action, the Examiner appears to indicate that Kaplan's discussion of a service node (discussed at col. 3, lines 9-27 and col. 6, lines 34-61, and shown in Figs. 1 and 4) corresponds to Appellants' application service contract that specifies a subscription to one or more application services, and that Kaplan's discussion of a session manager (discussed at col. 6, lines 50-65, and shown in Figs. 1 and 4) corresponds to Appellants' application delivery transports that are automatically provisioned to facilitate delivery of the subscribed one or more application services. (first Office Action, page 4.) In the second Office Action dated January 11, 2005, the Examiner responds to Appellants' argument that Kaplan does not disclose, suggest or teach application service contracts that specify subscriptions to application services, nor does it disclose, suggest or teach using

automatically provisioned application delivery transports to facilitate delivery of the subscribed application services, with the following statement:

Kaplan teaches the provider agent communicates with the user agent to establish the requirements for communication services, and the communication services provided by the provider agent are internet related services, such as intranet, voice mails (column 6 lines 37-61). The communication services in Kaplan's teaching correspond to the application service contracts as claimed by the applicant. Kaplan further teaches delivering the subscribed communications services to the user (column 6 lines 50-61), that corresponds to the claimed limitation that automatically provisioning application delivery transport to facilitate delivery of the subscribed application services.

The applicant further argues that the communication services requirements in Kaplan's teaching are a specification of the required services that are delivered to the end user, whereas the applicant's application service contract is an electronic service contract or agreement that represents a presentation method for an application. As indicated in the preceding paragraph, the application service contracts are taught by Kaplan as the communication services such as Intranet service.

Lastly, applicant argues that the services delivered by Kaplan are not automatically provisioned delivery. Examiner respectfully disagrees because the word "automatic" is defined in Dictionary (Webster Dictionary ISBN 0-395-33957-X) as "acting or performing in a mechanical or impersonal fashion", and Kaplan teaches using computer-networking devices to deliver services (column 6, lines 50-61).

(second Office Action, pp. 2 and 3.)

With respect to claims 1, 2, 6-9, 11-14, 16, 23-25, 27-30 and 32-34, these statements do not satisfy the Examiner's burden of establishing a *prima facie* case of anticipation. These claims recite "application service contracts specifying subscriptions to first one or more application services." The Examiner states that "communication services in Kaplan's teaching correspond to the application service contracts as claimed by the applicant." (second Office Action, page 2.)

Kaplan fails to identically disclose "application service contracts specifying subscriptions to first one or more application services." At col. 3, lines 25-26, Kaplan recites, "[t]he residences have end users who desire **communication services**."

(emphasis added). Kaplan also recites at col. 4, lines 22-27, "[t]he service nodes provide an interface between the end users and many communication services and features" and "[t]he service nodes then instruct the communications networks to deliver the required [communication] services to the end users." (emphasis added). According to Kaplan, the communication services are telecommunication services such as an "on-net" telephone call (col. 4, lines 42-58), an "off-net" telephone call (col. 4, line 60-col. 5, line 2), and other features available over a telecommunications system, such as intranets, voice mail, or personalized internet web pages and browsers (col. 6, lines 46-48.) The Examiner has failed to provide any indication of how Kaplan identically discloses the claimed "application service contracts specifying subscriptions to first one or more application services."

Claims 1, 2, 6-9 and 11 recite "automatically provisioning first one or more application delivery transports to facilitate delivery of said first one or more application services." Claims 12-14 and 16 similarly recite "automatically provision first one or more application delivery transports to facilitate delivery of said first one or more application services." Claims 23-25 and 27 recite "application delivery transports provisioned between said first community of one or more SARs and said PAR." Claims 28-30 and 32 recite "application delivery transports provisioned by said first community of one or more SARs." Claims 33 and 34 recite "application delivery transports provisioned by said community of one or more SARs." The Examiner states that "Kaplan teaches using computer-networking devices to deliver services (column 6, lines 50-61)." (second Office Action, page 3.)

Kaplan identically discloses neither "automatically provisioning first one or more application delivery transports to facilitate delivery of said first one or more application services," nor any of the similar recited features quoted in the preceding paragraph. At col. 6, lines 50-61, Kaplan recites, "[s]ession manager 442 is a communication control processor that initiates services for the end users [and] . . . [t]he session manager issues control messages to the required elements to deliver the communications service." According to Kaplan, the session manager is one component or element of a service node,

and, as recited above, "[t]he session manager issues control messages to the required elements to deliver the communications service," where the required elements are some or all of the elements of the service node. (col. 6, lines 33-42.) The Examiner has again failed to provide any indication of how Kaplan identically discloses such application delivery transports that are automatically provisioned. The Examiner's failure to identify how Kaplan identically discloses these claimed features constitutes a failure to make a *prima facie* case of anticipation with respect to these claims.

4. Kaplan Fails to Disclose All of the Elements Recited by Claims 1, 2, 6-9, 11-14, 16, 23-25, 27-30 and 32-34, and is Therefore Incapable of Supporting any Proper Rejection Under 35 U.S.C. § 102(e)

Kaplan fails to disclose all of the elements recited by claims 1, 2, 6-9, 11-14, 16, 23-25, 27-30 and 32-34. These claims recite "application service contracts specifying subscriptions to first one or more application services." Kaplan does not disclose or suggest application service contracts that specify subscriptions to application services. Kaplan does not contain any disclosure of application service contracts that specify subscriptions to application services. To the contrary, to the extent that communication services in Kaplan constitute application services, the cited portions of Kaplan contain no indication or disclosure of a contract that specify subscriptions for the communication services.

These claims also recite "automatically provisioning first one or more application delivery transports to facilitate delivery of said first one or more application services," or similar language. Kaplan does not disclose or suggest automatically provisioning application delivery transports to facilitate the delivery of application services. To the contrary, according to Kaplan, the session manager, which is a component of a service node, issues control messages to the required elements of the service node to deliver the communications service. (col. 6, lines 33-42.) Issuing control messages in Kaplan is not automatically provisioning application delivery transports. For at least these reason, claims

1, 2, 6-9, 11-14, 16, 23-25, 27-30 and 32-34 cannot be anticipated by any application of Kaplan.

B. The Rejection of Claim 3 under 35 U.S.C. § 103(a) Over Kaplan in View of Gubbi and Bellwood Is Improper

1. Legal Requirements for Obviousness

35 U.S.C. § 103(a) provides:

A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Subject matter developed by another person, which qualifies as prior art only under subsection (f) or (g) of section 102 of this title, shall not preclude patentability under this section where the subject matter and the claimed invention were, at the time the invention was made, owned by the same person or subject to an obligation of assignment to the same person.

To reject claims as being obvious, "the examiner bears the initial burden of presenting a prima facie case of obviousness." *In re Rijckaert*, 9 F.3d 1531, 1532 (Fed. Cir. 1993). "A prima facie case of obviousness is established when the teachings from the prior art itself would appear to have suggested the claimed subject matter to a person of ordinary skill in the art." *Id.* (quoting *In re Bell*, 991 F.2d 781, 782 (Fed. Cir. 1993)). The Examiner is not allowed to use hindsight gleaned from the invention itself to modify references. *Uniroyal, Inc. v. Rudkin-Wiley Corp.*, 837 F.2d 1044, 1050-51 (Fed. Cir. 1988). Furthermore, "[t]he mere fact that the prior art may be modified in the manner suggested by the Examiner does not make the modification obvious unless the prior art suggested the

desirability of the modification." In re Fritch, 972 F.2d 1260, 1266 (Fed. Cir. 1992) (emphasis added). The Federal Circuit emphasized this point by stating that:

[a]lthough a prior art device could have been turned upside down, that did not make the modification obvious unless the prior art fairly suggested the desirability of turning the device upside down.

In re Chu, 66 F. 3d 262, 298 (Fed. Cir. 1995) (emphasis added).

2. Gubbi

Gubbi is directed to a scheme for allowing co-location of multiple computer networks that use common communication channels. (col. 5, lines 62-64.) The scheme provides for the operation of overlapping subnets in the same channel by employing a "Share and Survive" policy that achieves sharing of the available bandwidth by the overlapping subnets through inter-subnet negotiations that allow for transmission slot synchronization among the transmissions in the overlapping subnets. (col. 5, line 64-col. 6, line 4.)

3. Bellwood

Bellwood describes a network security protocol that enables a client to take a session master secret negotiated with an origin server, and to securely deliver that secret to a third party intermediary or a proxy, which uses the received master secret to encrypt/decrypt data passing between the client and the server. (col. 2, lines 4-12.) The protocol enables a third party intermediary or proxy to participate in a secure session between the client and the server. (col. 2, lines 19-22.)

4. The Examiner Failed to Establish a *Prima Facie* Case of Obviousness

In both the first and second Office Actions, the Examiner rejected claim 3 under 35 U.S.C. § 103(a) as being obvious over Kaplan in view of Gubbi and Bellwood. In rejecting the claim, the Examiner states in both Office Actions that:

As to claim 3, Kaplan teaches said automatically provisioning first one or more application delivery transports further comprises: identifying, by a first SAR of said community of one or more SARs, a preferred PAR of said first community of one or more PARs (column 4 line 23 – column 5 line 2 and column 6 lines 33-61). Kaplan does not specifically teach negotiating a subnet and a shared secret between said first SAR and said preferred PAR to facilitate provisioning of said first one or more delivery transports. Gubbi teaches negotiating a subnet between subscriber and provider (column 9 lines 5-18 and column 12 lines 8-14), and Bellwood teaches negotiating a shared secret between subscriber and provider (column 4 lines 1-24). It would have been obvious to one of ordinary skill in the art at the time the invention was made to allow Kaplan's teaching to include the feature of negotiating subnet and shared secret between subscriber and provider for providing the ultimate best contract for both the subscriber and the provider.

(first Office Action, p. 8; second Office Action, p. 8.)

The Examiner has failed to establish a *prima facie* case for the obviousness rejection of claim 3 over Kaplan in view of Gubbi and Bellwood, in that the Examiner has failed to show how the teachings from Kaplan, Gubbi and Bellwood would have suggested the subject matter claimed in claim 3 to a person of ordinary skill in the art.

Claim 3 depends from claim 2, which depends from claim 1, and for the reasons discussed above, Kaplan fails to disclose or suggest all of the elements recited by claim 1. Accordingly, the Examiner has failed to satisfy his burden with respect to claim 3.

5. Kaplan, Gubbi and Bellwood Together Fail to Disclose or Suggest All of the Elements Recited by Claim 3, and are Therefore Incapable of Supporting any Proper Rejection Under 35 U.S.C. § 103(a)

Together, Kaplan, Gubbi and Bellwood fail to disclose or suggest all of the elements recited by claim 3. Claim 3 depends from claim 2, which depends from claim 1, and as discussed above, Kaplan does not disclose or suggest all of the elements recited by claim 1. The Examiner has failed to make clear how Gubbi and Bellwood might cure these shortcomings of Kaplan. For at least this reason, Kaplan, Gubbi and Bellwood cannot render claim 3 obvious.

C. The Rejection of Claims 4, 10 and 15 Under 35 U.S.C. § 103(a) Over Kaplan in View of Gubbi Is Improper

1. The Examiner Failed to Establish a *Prima Facie* Case of Obviousness

In both the first and second Office Actions, the Examiner rejected claims 4, 10 and 15 under 35 U.S.C. § 103(a) as being obvious over Kaplan in view of Gubbi. In rejecting the claims, the Examiner states in both Office Actions that:

As to claim 4, to claim 4, Kaplan teaches providing first one or more application service contracts to a community of one or more SAR(s) as discussed above. Kaplan does not specifically teach providing one or more unapproved service contracts to a community of one or more SAR(s) for approval by the SAR(s). However, this matter is taught by Gubbi as providing, negotiating and approving contracts between two devices (column 8 line 61 – column 9 line 18 and column 12 lines 25-45). It would have been obvious to one of ordinary skill in the art at the time the invention was made to allow Kaplan's teaching to include the feature of providing contracts for subscriber approval for ensuring subscriber's satisfaction of the contracts.

As to claims 10 and 15, Kaplan teaches receiving first one or more application service contracts from the first application service provider as discussed above. Kaplan does not specifically teach approving at least a subset of said first one or more application service contracts received from said first provider, and transmitting said approved one or more application service contracts back to said first provider. However, Gubbi teaches providing, negotiating and approving at least a subnet and transmitting the approved contract back to the provider (column 8 line 61

– column 9 line 18 and column 12 lines 8-45). It would have been obvious to one of ordinary skill in the art at the time the invention was made to allow Kaplan's teaching to include the feature of approving at least a subnet and transmitting the approved contract back to the provider for ensuring subscriber and provider's satisfaction of the contracts.

(first Office Action, p. 9; second Office Action, p. 9.)

Even though the Examiner repeatedly makes reference to a "subnet" above, Appellants interpret the Examiner's reference to be inadvertent and believe that the Examiner intended to reference "subset" instead of "subnet."

The Examiner has failed to establish a *prima facie* case for the obviousness rejection of claims 4, 10 and 15 over Kaplan in view of Gubbi, in that the Examiner has failed to show how the teachings from Kaplan and Gubbi would have suggested the subject matter claimed in claims 4, 10 and 15 to a person of ordinary skill in the art.

Claim 4 depends from claim 1, claim 10 depends from claim 7, and claim 15 depends from claim 12, and for the reasons discussed above, Kaplan fails to disclose or suggest all of the elements recited by claims 1, 7 and 12. Accordingly, the Examiner has failed to satisfy his burden with respect to these claims.

2. Kaplan and Gubbi Together Fail to Disclose or Suggest All of the Elements Recited by Claims 4, 10 and 15, and are Therefore Incapable of Supporting any Proper Rejection Under 35 U.S.C. § 103(a)

Together, Kaplan and Gubbi fail to disclose or suggest all of the elements recited by claims 4, 10 and 15. Claim 4 depends from claim 1, claim 10 depends from claim 7, and claim 15 depends from claim 12, and as discussed above, Kaplan does not disclose or suggest all of the elements recited by claims 1, 7 and 12. The Examiner has failed to make clear how Gubbi might cure these shortcomings of Kaplan. For at least this reason, Kaplan and Gubbi cannot render these claims obvious.

D. The Rejection of Claim 5 under 35 U.S.C. § 103(a) Over Kaplan in View of Gubbi and Asay Is Improper

1. Asay

Asay is directed to a method of managing reliance in an electronic transaction system. (col. 5, lines 1-2.) A primary certificate, which is a digitally signed electronic document, and assurances based on the information regarding the primary certificate are used to manage reliance in an electronic transaction system. (col. 5, lines 2-33.)

2. The Examiner Failed to Establish a *Prima Facie* Case of Obviousness

In both the first and second Office Actions, the Examiner rejected claim 5 under 35 U.S.C. § 103(a) as being obvious over Kaplan in view of Gubbi and Asay. In rejecting the claim, the Examiner states in both Office Actions that:

As to claim 5, Kaplan modified by Gubbi teaches providing one or more unapproved service contracts to a community of one or more SAR(s) for approval by the SAR(s) as discussed in claim 4 above. Kaplan modified by Gubbi does not specifically teach said community of one or more SAR(s) approves said one or more unapproved service contracts through manifestation of a digital signature by the approving SAR(s). However, Asay teaches using digital signatures for approving transactions (column 1 line 53 – column 2 line 20). It would have been obvious to one of ordinary skill in the art at the time the invention was made to allow the teaching of Kaplan modified by Gubbi to include the feature of using digital signatures for approving contracts for better securing the contract approval process.

(first Office Action, p. 10; second Office Action, p. 10.)

The Examiner has failed to establish a *prima facie* case for the obviousness rejection of claim 5 over Kaplan in view of Gubbi and Asay, in that the Examiner has failed to show how the teachings from Kaplan, Gubbi and Asay would have suggested the subject matter claimed in claim 5 to a person of ordinary skill in the art.

Claim 5 depends from claim 4, which depends from claim 1, and for the reasons discussed above, Kaplan fails to disclose or suggest all of the elements recited by claim 1. Accordingly, the Examiner has failed to satisfy his burden with respect to claim 5.

3. Kaplan, Gubbi and Asay Together Fail to Disclose or Suggest All of the Elements Recited by Claim 5, and are Therefore Incapable of Supporting any Proper Rejection Under 35 U.S.C. § 103(a)

Together, Kaplan, Gubbi and Asay fail to disclose or suggest all of the elements recited by claim 5. Claim 5 depends from claim 4, which depends from claim 1, and as discussed above, Kaplan does not disclose or suggest all of the elements recited by claim 1. The Examiner has failed to make clear how Gubbi and Asay might cure these shortcomings of Kaplan. For at least this reason, Kaplan, Gubbi and Bellwood cannot render claim 5 obvious.

E. The Rejection of Claims 17-22, 26 and 31 Under 35 U.S.C. § 103(a) Over Kaplan in View of Li Is Improper

1. Li

Li is directed to reducing forwarding states in a communication system (col. 1, lines 9-10.) A border router in the routing domain ("Multicast Source Proxy" or "MSP" router) acts as a single multicast source on behalf of a number of (source, group) pairs, and allows interior routers within the routing domain to run multicast protocols and route packets based on the (MSP, group) pair rather than on the constituent (source, group) pairs. Therefore, the interior routers need only maintain state information for the single (MSP, group) pair rather than the state information for each of the constituent (source, group) pairs. (col. 4, lines 13-29.)

2. The Examiner Failed to Establish a *Prima Facie* Case of Obviousness

In both the first and second Office Actions, the Examiner rejected claims 17-22, 26 and 31 under 35 U.S.C. § 103(a) as being obvious over Kaplan in view of Li. In rejecting the claims, the Examiner states in both Office Actions that:

As to claims 17 and 20, Kaplan teaches in a subscriber application routing device (SAR), comprising:

a store medium having stored therein a plurality of programming instructions, and an execution unit coupled to the storage medium for executing the plurality of programming instructions (column 17 lines 14-24 and Fig. 1); and

a) receiving one or more application service contracts from an application service provider (Provider), said one or more application service contracts specifying subscriptions to one or more application services provided by one or more servers of said Provider (column 3 lines 9-27 and column 6 lines 34-61 and Figs. 1, 4);

b) automatically provisioning one or more application delivery transports between said SAR and a selected one or more PARs to facilitate delivery of said one or more application services provided by said one or more servers of said Provider to clients of said Subscriber in accordance with said one or more application service contracts (column 6 lines 50-65 and Figs. 1, 4);

c) receiving selected ones of said application services provided by said one or more servers of said Provider through selected ones of said application delivery transports respectively (column 4 line 43 – column 5 line 2 and column 11 line 19 – column 12 line 9 and Figs. 1, 7).

As to claims 17, 20, 26 and 31, Kaplan does not specifically teach requesting from the Provider a list of provider application routers (PARs) identified as being able to support a given contract of said one or more application service contracts. However, Li teaches providing a list of routers that the system supports (column 10 lines 1-17). It would have been obvious to one of ordinary skill in the art at the time the invention was made to allow Kaplan's teaching to include the feature of providing a list of validated PARs because this would allow the subscribers or other users to make an easy and better decision to select PARs.

As to claims 26 and 31, Kaplan modified by Li does specifically teach notifying said first community of one or more SARs as to which PARs are able to support the selected one of said first one or more application service contracts. It would have been obvious to one of ordinary skill in the art to allow the teaching of Kaplan modified by Li to include the feature of notifying the SARs as claimed for reducing the confusion of which routers to be used.

As to claims 18 and 21, Kaplan modified by Li does not specifically teach said selected one or more of said listed PARs are selected by the SAR based at least in part upon response times of the respective PARs. It would have been obvious to one of ordinary skill in the art to allow the teaching of Kaplan modified by Li to include selecting PARs within the response times for efficient allocation of routers.

As to claims 19 and 22, Kaplan teaches wherein automatically provisioning one or more application delivery transports comprises establishing one or more virtual private network tunnels between said SAR and said selected one or more PARs (column 3 lines 59 – column 4 line 7 and column 6 line 33 – column 7 line 25).

(first Office Action, pp. 10-12; second Office Action, pp. 10-12.)

The Examiner has failed to establish a *prima facie* case for the obviousness rejection of claims 17-22, 26 and 31 over Kaplan in view of Li, in that the Examiner has failed to show how the teachings from Kaplan and Li would have suggested the subject matter claimed in claims 17-22, 26 and 31 to a person of ordinary skill in the art.

With respect to claims 17 and 20, these statements do not satisfy the Examiner's burden of establishing a *prima facie* case of obviousness. These claims recite "application service contracts specifying subscriptions to one or more application services." As discussed in Section VII.A.3 above, Kaplan fails to identically disclose "application service contracts specifying subscriptions to one or more application services," and the Examiner has failed to provide any indication of how Kaplan identically discloses the claimed "application service contracts specifying subscriptions to one or more application services."

Claims 18 and 19 each depend from claim 17, claims 21 and 22 each depend from claim 20, claim 26 depends from claim 25, which depends from claim 23, and claim 31 depends from claim 30, which depends from claim 28; for the reasons discussed above, Kaplan fails to disclose or suggest all of the elements recited by claims 17, 20, 23 and 28. Accordingly, the Examiner has failed to satisfy his burden with respect to these claims.

3. Kaplan and Li Together Fail to Disclose or Suggest All of the Elements Recited by Claims 17-22, 26 and 31, and are Therefore Incapable of Supporting any Proper Rejection Under 35 U.S.C. § 103(a)

Together, Kaplan and Li fail to disclose or suggest all of the elements recited by claims 17-22, 26 and 31. Claims 18 and 19 each depend from claim 17, claims 21 and 22 each depend from claim 20, claim 26 depends from claim 25, which depends from claim 23, and claim 31 depends from claim 30, which depends from claim 28, and as discussed above, Kaplan does not disclose or suggest all of the elements recited by claims 17, 20, 23 and 28. The Examiner has failed to make clear how Li might cure these shortcomings of Kaplan. For at least this reason, Kaplan and Li cannot render these claims obvious.

VIII. SUMMARY

Each of claims 1-34 has been improperly rejected, both (a) in that the Examiner has failed to make a *prima facie* case of unpatentability, and (b) in that the cited references would not support any rejection of these claims. Accordingly, Appellants seek the reversal of the rejection of these claims.

Dated:

8/16/05

Respectfully submitted,

By

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APPENDIX A

MAY 16 2005

Form PTO-1596

(Rev. 10/02, modified)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET

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PATENTS ONLY

To the Honorable Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Flatrock, Inc.

2. Name and address of receiving party(ies):

Cascadia Pacific II, LLC
4900 SW Griffith Drive, #163
Beaverton, Oregon 97005Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Reassignment☐ OtherExecution date: 09/05/2003.Additional names of receiving parties attached? ☐ Yes ☒ No

4. Application number(s) and/or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/870,959

09/871,406

09/870,547

B. Patent No.(s)

Additional numbers attached: ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Customer No. 25096
Perkins Coie LLP
P.O. Box 1247
Seattle, Washington 98111-1247
(206) 359-80006. Total No. of applications and patents involved: three (3)7. Total fee (37 CFR §3.41): \$120.00☒ Enclosed☐ Charge Deposit Account No. 50-06658. Deposit Account No. 50-0665

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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven D. Lawrenz

Name of Person Signing

Signature

Date

11/13/03

Total number of pages, including cover sheet, attachments and document: 4

ASSIGNMENT OF PATENTS

ASSIGNMENT OF PATENTS made as of the 5~~th~~ day of September, 2003 by Robert K. Morrow, Inc., the duly appointed chapter 7 trustee in the bankruptcy case, *In re Flatrock, Inc.*, United States Bankruptcy Court District of Oregon, Case No. 303-30335-rld7, with its principal place of business at 1515 SW Fifth Ave., Suite 600, Portland, OR 97201, for and on behalf of Debtor Flatrock, Inc., with its principal place of business at 1505 SE Gideon Street, Suite 600, Portland, OR 97202 ("Assignor"), to Cascadia Pacific II, LLC, an Oregon limited liability company, with its principal place of business at 4900 SW Griffith Drive, #163, Beaverton, 97005 ("Assignee").

RECITAL

Assignee and Assignor are parties to a Sale Agreement dated July 10, 2003 (the "Sale Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Sale Agreement), including without limitation the patents of Assignor. Pursuant to the Sale Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Sale Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its

successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the principles of conflicts of laws thereof.

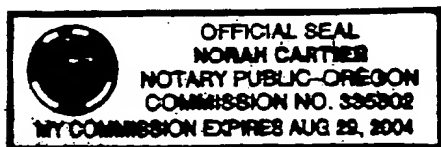
IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

ROBERT K. MORROW INC.
Duly appointed Chapter 7 Trustee for
Debtor FLATROCK, INC.

By: [Signature]
Name: Robert K. Morrow
Title: President

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on Sept 5, 2003, by
Robert K. Morrow President Robert K. Morrow, Inc.



Norah Cartier
Notary Public - State of Oregon
My commission expires: _____

SCHEDULE A

Patents and Patent Applications

Patent		Status	US Patent No.
1.	Method and Apparatus for Providing Network Dependent Application Services	Pending	09/870,959
2.	Method and Apparatus for Automatically Provisioning Application Delivery Transports for Network Dependent Application Services	Pending	09/871,406
3.	Method and Apparatus for Delivering Network Dependent Application Services Employing Application Corresponding Address Based Application Delivery Transports	Pending	09/870,547

APPENDIX B

Claims Involved in the Appeal of Application Serial No. 09/870,959

1. (Original) A method comprising:
 - providing first one or more application service contracts by a first application service provider (Provider) to a community of one or more subscriber application routers (SAR), said first one or more application service contracts specifying subscriptions to first one or more application services provided by first one or more servers of said first Provider;
 - automatically provisioning first one or more application delivery transports to facilitate delivery of said first one or more application services provided by said first one or more servers of said first Provider to clients of said Subscriber in accordance with said first one or more application service contracts;
 - providing second one or more application service contracts by a second application service provider (Provider) to the community of one or more subscriber application routers (SAR), said second one or more application service contracts specifying subscriptions to second one or more application services provided by second one or more servers of said second Provider;
 - automatically provisioning second one or more application delivery transports to facilitate delivery of said second one or more application services provided by said second one or more servers of said second Provider to clients of said Subscriber in accordance with said second one or more application service contracts; and
 - delivering selected ones of said first and second application services provided by said first and second one or more servers of said first and second Providers through selected ones of said first and second application delivery transports respectively.

2. (Original) The method of claim 1, wherein said first one or more application service contracts are provided by a community of one or more provider application routers (PARs) and said second one or more application service contracts are provided by a second community of one or more PARs.

3. (Original) The method of claim 2, wherein said automatically provisioning first one or more application delivery transports further comprises:
identifying, by a first SAR of said community of one or more SARs, a preferred PAR of said first community of one or more PARs; and
negotiating a subnet and a shared secret between said first SAR and said preferred PAR to facilitate provisioning of said first one or more delivery transports.

4. (Original) The method of claim 1, wherein said providing first one or more application service contracts to a community of one or more SAR(s) comprises providing one or more unapproved service contracts to a community of one or more SAR(s) for approval by the SAR(s).

5. (Original) The method of claim 4, wherein said community of one or more SAR(s) approves said one or more unapproved service contracts through manifestation of a digital signature by the approving SAR(s).

6. (Original) The method of claim 1, wherein at least one of said first one or more application delivery transports and said second one or more application delivery transports comprise one or more virtual private network tunnels.

7. (Original) In a subscriber application routing device (SAR), a method comprising:

receiving first one or more application service contracts from a first application service provider (Provider), said first one or more application service

contracts specifying subscriptions to first one or more application services provided by first one or more servers of said first Provider;
automatically provisioning first one or more application delivery transports to facilitate delivery of said first one or more application services provided by said first one or more servers of said first Provider to clients of said Subscriber in accordance with said first one or more application service contracts;
receiving second one or more application service contracts from a second application service provider (Provider), said second one or more application service contracts specifying subscriptions to second one or more application services provided by second one or more servers of said second provider;
automatically provisioning second one or more application delivery transports to facilitate delivery of said second one or more application services provided by said second one or more servers of said second Provider to clients of said Subscriber in accordance with said second one or more application service contracts; and
receiving selected ones of said first and second application services provided by said first and second one or more servers of said first and second Providers through selected ones of said first and second application delivery transports.

8. (Original) The method of claim 7, wherein said SAR solicits said first one or more application service contracts from said first provider.

9. (Original) The method of claim 7, wherein said first one or more application service contracts are received from said first provider through an encrypted control channel.

10. (Original) The method of claim 7, further comprising:
approving at least a subset of said first one or more application service contracts
received from said first provider, and
transmitting said approved one or more application service contracts back to said
first provider.

11. (Original) The method of claim 7, wherein said automatically provisioning
said first one or more application delivery transports comprises automatically provisioning
a first one or more virtual private network tunnels between said SAR and said first provider.

12. (Original) A subscriber application routing device (SAR) comprising:
a storage medium having stored therein a plurality of programming instructions,
which when executed cause the SAR to
receive first one or more application service contracts from a first application service
provider (Provider), said first one or more application service contracts
specifying subscriptions to first one or more application services provided by
first one or more servers of said first Provider,
automatically provision first one or more application delivery transports to facilitate
delivery of said first one or more application services provided by said first
one or more servers of said first Provider to clients of said Subscriber in
accordance with said first one or more application service contracts,
receive second one or more application service contracts from a second application
service provider (Provider), said second one or more application service
contracts specifying subscriptions to second one or more application services
provided by second one or more servers of said second provider,
automatically provision second one or more application delivery transports to
facilitate delivery of said second one or more application services provided by
said second one or more servers of said second Provider to clients of said

Subscriber in accordance with said second one or more application service contracts, and
receive selected ones of said first and second application services provided by said first and second one or more servers of said first and second Providers through selected ones of said first and second application delivery transports; and
an execution unit coupled to the storage medium for executing the plurality of programming instructions.

13. (Original) The SAR of claim 12, wherein said SAR solicits said first one or more application service contracts from said first provider.

14. (Original) The SAR of claim 12, wherein said first one or more application service contracts are received from said first provider through an encrypted control channel.

15. (Original) The SAR of claim 12, further comprising instructions to approve at least a subset of said first one or more application service contracts received from said first provider, and
transmit said approved one or more application service contracts back to said first provider.

16. (Original) The SAR of claim 12, wherein said instructions to automatically provision said first one or more application delivery transports further comprises instructions to automatically provision a first one or more virtual private network tunnels between said SAR and said first provider.

17. (Previously Presented) In a subscriber application routing device (SAR), a method comprising:

receiving one or more application service contracts from an application service provider (Provider), said one or more application service contracts specifying subscriptions to one or more application services provided by one or more servers of said Provider;

requesting from the Provider a list of provider application routers (PARs) identified as being able to support a given contract of said one or more application service contracts;

automatically provisioning one or more application delivery transports between said SAR and a selected one or more of said listed PARs to facilitate delivery of said one or more application services provided by said one or more servers of said Provider to clients of said Subscriber in accordance with said one or more application service contracts; and

receiving selected ones of said application services provided by said one or more servers of said Provider through selected ones of said application delivery transports respectively.

18. (Original) The method of claim 17, wherein said selected one or more of said listed PARs are selected by the SAR based at least in part upon response times of the respective PARs.

19. (Original) The method of claim 17, wherein automatically provisioning one or more application delivery transports comprises establishing one or more virtual private network tunnels between said SAR and said selected one or more PARs.

20. (Original) A subscriber application routing device (SAR) comprising:
a storage medium having stored therein a plurality of programming instructions, which when executed cause the SAR to

receive one or more application service contracts from an application service provider (Provider), said one or more application service contracts specifying subscriptions to one or more application services provided by one or more servers of said Provider,
request from the Provider a list of provider application routers (PARs) able to support a given contract of said one or more application service contracts;
automatically provision one or more application delivery transports between said SAR and a selected one or more of said listed PARs to facilitate delivery of said one or more application services provided by said one or more servers of said Provider to clients of said Subscriber in accordance with said one or more application service contracts,
receive selected ones of said application services provided by said one or more servers of said Provider through selected ones of said application delivery transports respectively; and
an execution unit coupled to the storage medium for executing the plurality of programming instructions.

21. (Original) The apparatus of claim 20, wherein said selected one or more of said listed PARs are selected by the SAR based at least in part upon relative response times of the respective PARs.

22. (Original) The apparatus of claim 20, wherein said instructions for automatically provisioning one or more application delivery transports further comprises instructions for establishing one or more virtual private network tunnels between said SAR and said selected one or more PARs.

23. (Original) In a provider application routing device (PAR), a method comprising:

providing first one or more application service contracts to a first community of one or more subscriber application routers (SAR), said first one or more application service contracts specifying subscriptions to first one or more application services provided by first one or more servers of said Provider;

providing second one or more application service contracts to a second community of one or more subscriber application routers (SAR), said second one or more application service contracts specifying subscriptions to second one or more application services provided by second one or more servers of said Provider; and

delivering selected ones of said first and second application services provided by said first and second one or more servers of said Provider through selected ones of a first one or more application delivery transports provisioned between said first community of one or more SARs and said PAR and a second one or more application delivery transports provisioned between said second community of one or more SARs and said PAR.

24. (Original) The method of claim 23, wherein the selected ones of said first and second application services are delivered to one or more clients of said first community of one or more SARs.

25. (Original) The method of claim 23, wherein said PAR is one of a community of PARs.

26. (Original) The method of claim 25, further comprising:

identifying which PAR(s) amongst the community of PARs are able to support a selected one of said first one or more application service contracts; and

notifying said first community of one or more SARs as to which PARs are able to support the selected one of said first one or more application service contracts.

27. (Original) The method of claim 23, wherein said first one or more application delivery transports comprise first one or more virtual private network tunnels.

28. (Original) A provider application routing device (PAR) comprising:
a storage medium having stored therein a plurality of programming instructions, which when executed cause the PAR to
provide first one or more application service contracts to a first community of one or more subscriber application routers (SAR), said first one or more application service contracts specifying subscriptions to first one or more application services provided by first one or more servers of said Provider,
provide second one or more application service contracts to a second community of one or more subscriber application routers (SAR), said second one or more application service contracts specifying subscriptions to second one or more application services provided by second one or more servers of said Provider, and
deliver selected ones of said first and second application services provided by said first and second one or more servers of said Provider through selected ones of a first one or more application delivery transports provisioned by said first community of one or more SARs and a second one or more application delivery transports provisioned by said second community of one or more SARs; and
an execution unit coupled to the storage medium for executing the plurality of programming instructions.

29. (Original) The PAR of claim 28, wherein the selected ones of said first and second application services are delivered to one or more clients of said first community of one or more SARs.

30. (Original) The PAR of claim 28, wherein said PAR is one of a community of PARs.

31. (Original) The PAR of claim 30, further comprising instructions to:
identify which PAR(s) amongst the community of PARs are able to support a selected one of said first one or more application service contracts; and
notify said first community of one or more SARs as to which PARs are able to support the selected one of said first one or more application service contracts.

32. (Original) The PAR of claim 28, wherein said first one or more application delivery transports comprise first one or more virtual private network tunnels.

33. (Previously Presented) In a provider application routing device (PAR), a method comprising:

providing first one or more application service contracts to a community of one or more subscriber application routers (SAR), said first one or more application service contracts specifying subscriptions to first one or more application services provided by first one or more servers of said Provider; and
delivering selected ones of said first one or more application services provided by said first one or more servers of said Provider through a selected one or more application delivery transports provisioned by said community of one or more SARs.

34. (Previously Presented) A provider application routing device (PAR) comprising:

a storage medium having stored therein a plurality of programming instructions, which when executed cause the PAR to provide first one or more application service contracts to a community of one or more subscriber application routers (SAR), said first one or more application service contracts specifying subscriptions to first one or more application services provided by first one or more servers of said Provider, deliver selected ones of said first one or more application services provided by said first one or more servers of said Provider through a selected one or more application delivery transports provisioned by said community of one or more SARs; and an execution unit coupled to the storage medium for executing the plurality of programming instructions.

EVIDENCE APPENDIX

RELATED PROCEEDINGS APPENDIX